

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

UNITED STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

v.

PRIME HEALTHCARE SERVICES – SAINT  
CLARE’S LLC d/b/a SAINT CLARE’S HEALTH,

Defendant.

Civil Action No.: 2:21-CV-02055-  
MCA-AME

**CONSENT DECREE**

This action was filed on February 8, 2021 by Plaintiff United States Equal Employment Opportunity Commission (the “EEOC” or “Commission”), an agency of the United States Government, to correct employment practices made unlawful by the Americans with Disabilities Act, as amended (“ADA”), and to provide appropriate relief to the individual harmed by such practices. Specifically, the EEOC alleged that Defendant Prime Healthcare Services – Saint Clare’s LLC, d/b/a Saint Clare’s Health (“Saint Clare’s”) failed to provide a reasonable accommodation for the disability of Taylor Dely (formerly known as Taylor McKay) (“Dely”) and discriminated against Dely by withdrawing her offer of employment based on her disability.

The EEOC and Saint Clare’s (collectively, the “Parties”) desire to resolve this matter without the expense, delay and burden of further litigation. The Parties therefore do hereby stipulate and consent to the entry of this Consent Decree (“Decree”) between the EEOC and Saint Clare’s, as well as Saint Clare’s full or partial purchasers and any other corporation, unit or entity with which Saint Clare’s may merge or consolidate.

In consideration of the mutual promises and agreements contained in this Decree, the

sufficiency of which is hereby acknowledged, the Parties agree as follows, the Court finds appropriate, and it is therefore **ORDERED, ADJUDGED AND DECREED** that:

**A. GENERAL PROVISIONS**

1. This Decree is final and binding between the Parties and resolves the claims alleged in the EEOC's Complaint in this case, which arose from EEOC Charge No. 524-2020-00376 and the EEOC's September 1, 2020 Letter of Determination, issued pursuant to 29 C.F.R. § 1601.21, which set forth the Commission's finding that there was reasonable cause, to believe that a violation of both the ADA and Title VII of the Civil Rights Act of 1964 ("Title VII") had occurred. In this case, the EEOC elected to file suit against Defendant solely and exclusively under the ADA, but not under Title VII. Dely did not seek to intervene in this suit or separately file a Title VII claim arising from Charge No. 524-2020-00376 at any time through the Effective Date of this Decree. By entering into this Decree, the EEOC hereby waives any and all Title VII claims that the EEOC raised or that the EEOC could have raised in this case. This Decree in no way affects the EEOC's right to process any pending or future charges that may have been or will be filed against Defendant, and to commence civil actions on any such charges.

2. The Parties agree and the Court finds that this Court has jurisdiction over the subject matter of this action and the Parties, that venue is proper, and that all administrative prerequisites have been met.

3. This Decree conforms to the Federal Rules of Civil Procedure and the ADA and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of the ADA. The Parties agree, and the Court finds, that the terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the Charging Party and the public interest are adequately protected by this Decree.

4. The Court will retain jurisdiction to enforce this Decree and its terms for all purposes including, but not limited to, the entering of all orders, judgments and decrees as necessary to implement the relief provided herein for the duration of this Decree.

5. No Party shall contest the Court's jurisdiction to enforce this Decree and its terms or the right of the EEOC to bring an enforcement suit upon breach of any term of this Decree in any federal court with jurisdiction. Breach of any term of this Decree shall be deemed to be a material, substantive breach of this Decree. The Court will retain jurisdiction over any such enforcement proceedings during the duration of the Decree. Nothing in this Decree will be construed to preclude the EEOC from bringing proceedings to enforce this Decree in the event that Defendant fails to perform any of the promises or representations herein. This Decree will be construed by this Court under applicable federal law.

6. By mutual consent of the Parties, this Decree may be amended in the interests of justice and fairness and to facilitate execution of this Decree's provisions. Except as provided in Paragraph 26, no waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing, approved in writing by all Parties to this Decree, and approved or ordered by the Court.

7. If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following will apply to ensure that this Decree continues to effectuate the intent of the parties. The provisions of this Decree that are not rendered unlawful, unenforceable, or incapable of performance as a result of such legislative act or court decision will remain in full force and effect and the Parties' responsibilities will not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of this Decree would be undermined. This

Consent Decree is not an adjudication or finding on the merits of the case. Saint Clare's makes no admission of wrongdoing, and specifically denies that it violated any federal law, and denies liability for any claim raised in this action.

8. The terms of this Decree represent the full and complete agreement of the Parties. The Parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court.

**B. DEFINITIONS**

9. "Defendant" or "Saint Clare's" means Defendant Prime Healthcare Services – Saint Clare's LLC, d/b/a Saint Clare's Health (including its officers, directors, and agents)<sup>1</sup> involving the facility located in Dover, New Jersey.

10. "The Commission" or the "EEOC" is the U.S. Equal Employment Opportunity Commission, an agency of the United States Government charged with the administration, interpretation, and enforcement of the ADA.

11. "Day" or "days" means calendar days and includes weekends and holidays.

12. "Effective Date" means the date this Decree is entered by the Court.

**C. INJUNCTION**

13. Saint Clare's is enjoined from engaging in any employment practice prohibited by the ADA that discriminates on the basis of disability in the following manner: (a) failing to provide reasonable accommodations to qualified employees and applicants with disabilities, absent undue hardship; (b) failing to engage in the interactive process with qualified employees and applicants with disabilities to explore possible reasonable accommodations for such employees and

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<sup>1</sup> For purposes of this Decree, "agents" shall be limited to any person or entity (including any third-party entity) who makes, has authority to make, or is otherwise actively involved in the process of making hiring, employment or accommodation decisions on behalf of Saint Clare's.

applicants; and (c) terminating the employment, or revoking offers of employment, of qualified individuals with disabilities on the basis of their disability.

14. Saint Clare's is enjoined from engaging in reprisal or retaliation of any kind against any person because of such person's asserting his or her rights under the ADA. Saint Clare's shall not retaliate against a person because such person has a need for and seeks an accommodation; because such a person brings an internal complaint of discrimination with Saint Clare's; because such person files or causes to be filed a charge of discrimination with the Commission or any other agency charged with investigating employment discrimination complaints, or whose statements serve as the basis of a charge; or because such person testifies or participates in the investigation or prosecution of an alleged violation of the ADA. Saint Clare's shall not retaliate in any manner against any individuals identified as witnesses in this action or who assisted in the investigation giving rise to this action. Nor shall Saint Clare's retaliate against any such persons identified as a witness or possible witness of discrimination in future investigations or proceedings.

**D. NOTICES AND POSTINGS**

15. Within seven (7) days after the Effective Date of this Decree, Saint Clare's shall post at a centrally located place, where posters and notices are frequented by employees, and one other location frequented by employees, an eleven (11) inches by fourteen (14) inches laminated color copy of the EEOC's "Equal Employment Opportunity is the Law" poster, in both English and Spanish. The Posters may not be obstructed from view. If either of the Posters become defaced or illegible, Saint Clare's will replace it with a clean copy.

16. Within seven (7) days after the Effective Date of this Decree, Saint Clare's shall post at a centrally located place where posters and notices are frequented by employees, and one other location frequented by employees, an eleven (11) inches by fourteen (14) inches laminated

color copy of the Notice (“Notice”) attached as **Attachment A** to this Decree, in both English and Spanish. The Notice shall remain posted for the duration of this Decree and may not be obstructed from view. If a Notice becomes defaced or illegible, Saint Clare’s will replace it with a clean copy. Saint Clare’s shall certify to the Commission, in writing, within ten (10) days of entry of this Decree that the Notices have been properly posted, including identifying the locations where the Notices have been posted.

17. Within seven (7) days after the Effective Date of this Decree, Saint Clare’s shall post at a centrally located place, where posters and notices are frequented by employees, and one other location frequented by employees, an a laminated color copy of the notice of the confidential hotline (“Hotline Notice”) attached as **Attachment B** to this Decree, in both English and Spanish. The Hotline Notices shall be no smaller than 8.5 inches by 11 inches. The Hotline Notice shall remain posted for the duration of this Decree and may not be obstructed from view. If a Hotline Notice becomes defaced or illegible, Saint Clare’s will replace it with a clean copy. Saint Clare’s shall certify to the Commission, in writing, within ten (10) days of entry of this Decree that the Hotline Notice has been properly posted, including identifying the location where the Hotline Notice has been posted.

#### **E. POLICIES AND PROCEDURES**

18. Within thirty (30) days of the Effective Date, Saint Clare’s shall revise its Employment Application to include express reference to disability (including pregnancy-related impairments) and pregnancy as protected classifications and shall revise its ADA and Reasonable Accommodation policy to include express reference to pregnancy-related impairments that qualify as disabilities under the ADA, which will be provided to current employees and new hires, to:

- a. Provide a definition of disability under the ADA, and give examples of disabilities, including at least one pregnancy-related impairment.

- b. State that both applicants and current employees are entitled to reasonable accommodation under the ADA;
- c. Provide that Saint Clare's will engage in the interactive process if an applicant or employee requests an accommodation or assistance with their disability;
- d. That as part of the interactive process, Saint Clare's will engage with the individual to determine what accommodation can be provided, including by suggesting possible accommodations; and
- e. Include express reference that any applicant or employee, who believes he or she needs a reasonable accommodation for a disability, including any pregnancy-related impairment to contact the Human Resources Department), and/or notice that complaints of disability discrimination or a failure to engage in the interactive process or provide reasonable accommodation should be referred to the Director of Human Resources for Saint Clare's and/or such complaints or concerns can be reported to Saint Clare's Confidential Hotline. The Employment Application and the ADA and Reasonable Accommodation Policy shall provide a hotline, phone number or e-mail address where an applicant or employee can submit such complaints or concerns.

19. Within thirty (30) days of the Effective Date, Saint Clare's shall review and revise, as needed, its policies which prohibit discrimination and harassment ("Anti-discrimination Policies") to include the following minimum criteria and/or refer employees to the ADA and reasonable accommodation policy that include such provisions:

- a. Provide a definition of disability under the ADA, and give examples of disabilities, including at least one pregnancy-related impairment.
- b. Include a further description of the company's prohibition of retaliation so that employees understand that it includes adverse action against an employee for: (1) Filing or raising a complaint of discrimination or harassment; (2) providing information relating to investigation of a complaint of discrimination or harassment; (3) opposing what the employee believes to be an unlawful practice; (4) requesting a reasonable accommodation; and/or (5) taking or requesting family/medical leave;
- c. State that both applicants and current employees are entitled to reasonable accommodation under the ADA;
- d. Provide that Saint Clare's will engage in the interactive process if an applicant or employee requests an accommodation or assistance with their disability;
- e. That as part of the interactive process, Saint Clare's will engage with the individual to determine what accommodation can be provided, including by suggesting

possible accommodations; and

- f. Include express reference that any applicant or employee, who believes he or she needs a reasonable accommodation for a disability, including pregnancy-related impairments, to contact the Human Resources Department), and/or notice that complaints of disability discrimination or a failure to engage in the interactive process or provide reasonable accommodation should be referred to the Director of Human Resources for Saint Clare's and/or such complaints or concerns can be reported to Saint Clare's Confidential Hotline, and provide a hotline, phone number or e-mail address where an employee can submit such complaints or concerns.;
- g. Provides for prompt communication to the complaining party when an investigation has been completed and that corrective action has been taken (where appropriate);
- h. Provides that all supervisors and managers, of whatever rank, have a duty to document and to report any and all observations or complaints of potential or alleged discrimination, harassment, or retaliation directly to designated human resources personnel, and that failure to carry out this duty is grounds for disciplinary action, up to and including immediate discharge.

20. During the term of this Decree, Saint Clare's will continue to include its non-discrimination provision in its agreement with all third parties providing labor referrals and/or temporary workers to Saint Clare's.

21. During the term of this Decree, Defendant shall maintain documentation of any and all internal and external complaints of discrimination involving disability, including pregnancy-related impairments that qualify as disabilities under the ADA, failure to accommodate, and retaliation, and the investigation of those complaints. Pursuant to this policy, regarding each charge, complaint, or report (whether formal or informal, oral or written) and each investigation of such reported complaints of discrimination or retaliation made, Defendant shall compile an investigative file which shall contain the following:

- a. With the exception of complaints submitted anonymously, the name, home address, home telephone number and cell phone number (as applicable), job title, and employee number (if applicable) for each complainant or potentially aggrieved individual;
- b. The date of the charge, complaint, or report;

- c. The date(s) on which the incident(s) allegedly occurred;
- d. The location(s) where the incident(s) allegedly took place;
- e. The specific allegations that were made;
- f. The name, home address, home telephone number and cell phone number (as applicable), job title, and employee number (if applicable) of each person allegedly involved in the alleged discrimination or retaliation and of each potential witness;
- g. Any statements made by each complainant, potential aggrieved individual, person allegedly involved in the discrimination or retaliation, and each witness and/or any notes of interviews of such individuals;
- h. A summary of Defendant's findings and conclusions regarding the charge, complaint, or report, and any corrective action taken in response to the charge, complaint, report, or investigation; and
- i. A description of any prior allegations of discrimination involving pregnancy-related impairments that qualify as disabilities under the ADA, failure to accommodate, or related retaliation by the individual then alleged to have engaged in discrimination or retaliation, including i) the name of any individual who previously made a complaint against this person; ii) the date any such prior complaint was made, and iii) the specific allegations that were made.

Defendant shall also retain with the investigative file any other documents created or obtained in relation to a charge, complaint, report, or investigation, including but not limited to affidavits, interview notes, summaries, and electronic communications. Defendant shall retain all of the aforementioned records for the duration of this Decree.

22. For the duration of this Decree, Defendant shall retain all personnel, payroll, and other documents of any character related to a) any person complaining of or otherwise reporting discrimination involving disability, including pregnancy-related impairments that may qualify as disabilities under the ADA, failure to accommodate, and related retaliation and b) any person who is involved (including but not limited to witnesses and those identified as potential perpetrators) in any charge, complaint, or report of disability discrimination or retaliation.

**F. TRAINING**

23. Within sixty (60) days of the Effective Date, Saint Clare's shall provide training on the ADA, Title VII and the Pregnancy Discrimination Act (PDA), which specifically includes discussion of the prohibition of disability, discrimination based on pregnancy, including pregnancy, childbirth or related conditions (including, but not limited to lactation) and related impairments that qualify as disabilities under the ADA, failure to accommodate, and any related retaliation, and such training shall be required as to human resources personnel and managers with hiring authority as well as any other individuals who have the ability to make decisions on leave and accommodations. The training under this paragraph, which shall be no less than three (3) hours in duration, shall be developed with the assistance of an external consultant with expertise in ADA, Title VII, PDA, and EEO matters, at Respondents' expense. Respondents shall provide the EEOC with a copy of the proposed training materials at least thirty (30) days before the training. The required training, as set forth below, must be in person or live interactive web-based training during the first year of this Decree. In subsequent years, the required training may be in-person live interactive web-based training, on-line interactive training, or any combination of the foregoing. This training will be conducted on an annual basis for the duration of this Decree. The training will include, at a minimum, the following:

- a. A statement that discrimination based on disability, including pregnancy-related impairments that qualify as disabilities, failure to accommodate disabilities, and any related retaliation, is against the law;
- b. A statement that the such prohibited discrimination and related retaliation protects both applicants and current employees;
- c. A definition of disability under the ADA, with examples of disabilities, including at least one pregnancy-related impairment. A statement that the ADA also protects individuals who have a record of disability or a perceived disability;
- d. The intersection between the ADA and the Pregnancy Discrimination Act;

- e. Examples of situations in which an employee might request a reasonable accommodation;
- f. Examples of requests for reasonable accommodations, and explain what steps managerial employees must take if they receive a request for reasonable accommodation or for assistance with an employee's disability;
- g. An explanation of how an employee should request a reasonable accommodation, including identifying an individual to whom an employee may submit such a request;
- h. At least five realistic hypotheticals based on Saint Clare's workforce, of an applicant or employee with a disability, and possible accommodations for that disability;
- i. Explain the interactive process and Defendant's legal obligation to engage in the interactive process in connection with the ADA;
- j. A definition of retaliation and statement that it is against the law;
- k. Examples of the types of conduct that may constitute retaliation;
- l. The consequences for engaging in retaliatory conduct;
- m. The workers' right to be free from retaliation and responsibility to refrain from conduct that may constitute retaliation;
- n. An explanation of Saint Clare's Anti-Discrimination Policy and complaint processes, including how an investigation will take place and an assurance that persons who report discrimination or harassment or provide information as part of any investigation will not be subject to retaliation;
- o. Include express reference that any applicant or employee, who believes he or she needs a reasonable accommodation for a disability, including pregnancy-related impairments that qualifies as a disability under the ADA, to contact the Human Resources Department), and/or notice that complaints of disability discrimination or a failure to engage in the interactive process or provide reasonable accommodation should be referred to the Director of Human Resources for Saint Clare's and/or such complaints or concerns can be reported to Saint Clare's Confidential Hotline; and
- p. Identification of federal, state or local agencies responsible for enforcing anti-discrimination laws, a statement that employees can also make complaints to these agencies, and contact information for each agency.

24. A recording of such training, on-line interactive training, computer training, or any combination of the foregoing, will be provided to new Human Resources personnel or managers

with hiring authority within thirty (30) days of their hire.

**G. MONETARY RELIEF**

25. Within fourteen (14) days after the Effective Date, Saint Clare's shall pay relief to Taylor Dely in the amount of \$7,550.00 representing backpay, subject to ordinary withholding. Saint Clare's will issue to Dely an IRS Form W-2 for the 2021 tax year relating to this payment.

26. Within fourteen (14) days after the Effective Date, Saint Clare's shall pay relief to Taylor Dely in the amount of \$70,000.00 representing other damages, from which no taxes will be withheld. Saint Clare's will issue to Dely an IRS Form 1099 for the 2022 tax year related to this payment.

27. Each of the payments referenced in Paragraphs 25 – 26 above will be made by check and received by Dely via hand-delivery or certified mail (proof of delivery requested). Prior to forwarding the settlement payments to Dely, she will be required to execute a copy of the attached Release, which is attached hereto as **Attachment C** as a condition for receipt of payment of the settlement proceed. The EEOC will provide Saint Clare's with the addresses to which such payments should be directed no later than three (3) days after the Effective Date. A photocopy of each check and related tax documents referenced in Paragraphs 25 – 26 and any related correspondence shall be sent to the EEOC via email and mail at the same time the documents are sent to Dely.

**H. MONITORING AND REPORTING**

28. The EEOC may review compliance with the provisions of this Decree.

29. As part of such review, upon reasonable notice and agreed upon dates, the EEOC may inspect Defendant's facilities, interview employees, and examine and copy documents, which are related to compliance with this Decree. Defendant will make such employees available to the

EEOC and shall permit employees to speak confidentially with the EEOC for the purposes of verifying compliance with this Decree.

30. For the duration of this Decree, Defendant must create and maintain such records as are necessary to demonstrate their compliance with this Decree and with 29 C.F.R. § 1602 *et seq.*

31. At the conclusion of each six-month period for the duration of this Decree, (the first occurring six months following the Effective Date), Saint Clare's shall submit to the EEOC a Bi-Annual Report, and the final Bi-Annual Report, which would otherwise be due on the two-and-a-half-year anniversary of the Effective Date, will be due 120 days prior to the two-and-a-half-year anniversary of the Effective Date. The Bi-Annual Report shall certify compliance with this Decree, and shall contain:

- a. A certification of compliance with the Notice and Posting requirements described in Paragraphs 15, 16, and 17;
- b. A current copy of Saint Clare's policies and documentation as described in Paragraphs 18, 19, and 21;
- c. Where conducted in the prior six months, a summary of all trainings provided pursuant to Paragraphs 23, including a certification that such trainings were provided consistent with the requirements set forth therein, the manner in which such training was provided, and the names and positions of all attendees;
- d. A list of all entities providing labor referrals and/or temporary workers, including the name of the entity, name of its principal(s), address, and website and a certification that Saint Clare's has provided that particular entity with its revised Anti-Discrimination Policy as set forth in Paragraph 19; and
- e. A list of all internal and external complaints of discrimination involving disability, including pregnancy-related impairments that qualify as a disability under the ADA, failure to accommodate, and retaliation, including the applicable date, summary of the complaint and outcome (unless pending) that received by Saint Clare's in the prior six months, it being understood that Saint Clare's will provide additional information to the extent requested by the EEOC.

32. For the duration of the Decree, Defendant shall produce to the EEOC copies of all

documents in any investigative file described in Paragraph 26 within twenty (20) days of receiving a request from the EEOC for such documents.

**I. NOTICE**

33. Except as otherwise provided for in this Decree, all notifications, reports, and communications to the Parties required under this Decree will be made in writing and will be sufficient as emailed (or, with advance written permission, mailed) to the following persons (or their designated successors):

For EEOC: Consent Decree Monitor  
EEOC Legal Unit  
33 Whitehall Street, 5<sup>th</sup> Floor  
New York, NY 10004  
Decreemonitor.nydo@eeoc.gov

and

Edumin Corrales, Trial Attorney  
U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
Two Gateway Center, Suite 1703  
283-299 Market Street  
Newark, NJ 07102  
edumin.corrales@eeoc.gov

For Saint Clare's: Franz Español  
Senior Assistant General Counsel – Employment  
3480 E. Guasti Road  
Ontario, CA 91761  
fespanol@primehealthcare.com

and

Barry A. Hartstein  
Littler Mendelson P.C.  
321 N. Clark Street- Suite 1100  
Chicago, IL 60654  
(312) 795-3260 (Direct)  
(312) 504-8776 (Cell)  
bhartstein@littler.com

Notwithstanding this Paragraph, either Party may change such addresses or identify a different designee by written notice to the other Party setting forth a new address for this purpose or identifying a different designee without Order of the Court or approval of the other Party.

**J. DISPUTE RESOLUTION**

34. In the event that either Party believes that the other Party has failed to comply with any provisions of the Decree, the complaining Party shall notify the alleged non-complying Party in writing of such non-compliance and afford the alleged non-complying Party fourteen (14) calendar days to remedy the non-compliance or satisfy the complaining Party that the alleged non-complying Party has in fact complied. This time period may be extended by the Parties by written agreement. If the alleged non-complying Party has not remedied the alleged non-compliance or satisfied the complaining Party that it has complied within fourteen (14) calendar days (or such time period as otherwise agreed), the complaining Party may apply to the Court for appropriate relief.

**K. COSTS**

35. Each Party to this Decree shall bear its own attorneys' fees and costs associated with this litigation.

**L. NOTIFICATION OF SUCCESSORS**

36. Saint Clare's shall provide prior written notice to any potential purchaser of its business, or a purchaser of all or a portion of Saint Clare's assets, and to any other potential successor, of the EEOC's lawsuit, the allegations raised in the EEOC's Complaint, and the existence and contents of this Decree. Defendant will provide written notice to the EEOC twenty-one (21) days before any transfer of its business.

**M. EXECUTION**

37. Each signatory to this Decree represents that he or she is fully authorized to execute this Decree and to bind the parties on whose behalf he or she signs. By signing this Decree, each Party acknowledges that it has read and understands the terms of this Decree and agrees to be bound by the terms of this Decree.

**N. DURATION OF DECREE**

38. The duration of the Decree shall be in effect for a period of 2.5 years immediately following the Court's execution of this Decree.

39. If the EEOC has notified Defendant in writing not less than thirty (30) days before the expiration of this Decree that Defendant is not in compliance with any of the terms of this Decree, Defendant's obligations under this Decree will not expire while any enforcement action concerning this Decree is pending.

40. The Court retains jurisdiction over this action during the duration of this Decree and will have all available powers to enforce this Decree, including but not limited to monetary sanctions and injunctive relief. The matter may be administratively closed but will not be dismissed during the duration of this Decree.

41. Defendant will not attempt to condition the receipt of individual relief upon an individual's agreement to: (a) maintain as confidential the terms of this Consent Decree; or (b) waive her statutory right to file a charge with any federal or state anti-discrimination agency.

**SO ORDERED, ADJUDGED, AND DECREED**

Dated: \_\_\_\_\_

Hon. \_\_\_\_\_  
U.S. District Court Judge

**FOR PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

*Jeffrey Burstein*

JEFFREY BURSTEIN  
Regional Attorney

KIMBERLY CRUZ  
Supervisory Trial Attorney

EDUMIN CORRALES  
Trial Attorney

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
Two Gateway Center, Suite 1703  
283-299 Market Street  
Newark, NJ 07102  
T: (862) 338 - 9424  
edumin.corrales@eeoc.gov

**FOR DEFENDANT PRIME HEALTHCARE SERVICES – SAINT CLARE’S LLC d/b/a  
SAINT CLARE’S HEALTH**

*Franz Espanol*

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**COUNSEL FOR DEFENDANT (as to form only)**

*Barry A. Hartstein*

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bhartstein@littler.com

## **ATTACHMENT A**



**U. S. EQUAL OPPORTUNITY COMMISSION  
New York District Office**

33 Whitehall Street, 5<sup>th</sup> Floor  
New York, NY 10004-2112  
For General Information: (800) 669-4000  
District Office: (212) 336-3620

**NOTICE TO ALL EMPLOYEES OF SAINT CLARE'S HEALTH**

This Notice has been posted pursuant to a negotiated Consent Decree entered in resolution of U.S. *Equal Employment Opportunity Commission v Prime Healthcare Services – Saint Clare's LLC d/b/a Saint Clare's Health*, Case No. 2:21-cv-02055 (MCA)(AME) in the U.S. District Court for the District of New Jersey.

In the above-captioned matter, the EEOC alleged that Saint Clare's Health violated the Americans with Disabilities Act (ADA) when it allegedly failed to provide a recently hired individual with a reasonable accommodation after she was hospitalized with a pregnancy-related disability and withdrew her offer of employment. Saint Clare's Health denies these allegations and maintains that it complies in full with the ADA. The parties have agreed to resolve the matter. Under federal law, your employer cannot discriminate against you because of your disability, because you have a record of a disability, or because they believe you have a disability. A disability is a physical or mental condition that substantially limits a major life activity (such as walking, talking, seeing, hearing, concentrating, learning, or the operation of a major bodily function). A few examples of disabilities are:

<ul style="list-style-type: none"> <li>• Epilepsy</li> <li>• HIV</li> <li>• Cancer</li> <li>• Missing Limbs</li> </ul>	<ul style="list-style-type: none"> <li>• Gestational Diabetes</li> <li>• Cerebral Palsy</li> <li>• Bipolar Disorder</li> <li>• Autism</li> </ul>	<ul style="list-style-type: none"> <li>• Deafness</li> <li>• Blindness</li> <li>• Multiple Sclerosis</li> <li>• Preeclampsia</li> </ul>	<ul style="list-style-type: none"> <li>• Major Depressive Disorder</li> <li>• Post-Traumatic Stress Disorder</li> </ul>
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An employer can't discriminate against you because of your disability, including in hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, and any other term or condition of employment.

Employers must also provide reasonable accommodations to disabled job applicants or employees who ask for one. A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, or perform the duties of a job, such as making the workplace wheelchair-accessible, providing an interpreter for a deaf individual, modifying an employee's schedule or transferring them to another open position for which they are qualified. However, an employer does not have to provide a requested accommodation if it would be too difficult or too expensive to provide, in light of the employer's size, financial resources, and the business' needs.

If you have a disability and need help, but are unsure of what accommodation you need, that is ok. You employer has an obligation to work with you in an interactive process to understand your limitations and determine what accommodations can be provided. Contact Human Resources to start the discussion.

Saint Clare's will comply with the Americans with Disabilities Act. If you have been discriminated against because of your disability, or if you were refused an accommodation for your disability, report it to Human Resources or to Saint Clare's Confidential Hotline at (877) 350-5827. Employees who make complaints of discrimination are protected from retaliation by law.

If you have any questions or need to make a complaint of discrimination, harassment or retaliation, you can also contact the EEOC. Contacting the EEOC is free—there are no fees. Call the EEOC at:

1-800-669-4000

(Hearing impaired: TTY: 1-800-669-6820, ASL Video Phone: 844-234-5122)

Or, make a complaint with the EEOC online at: [PublicPortal.EEOC.gov](http://PublicPortal.EEOC.gov)

*Scan me with your camera!*



**This is an official notice and must remain posted for 2.5 years from the date of posting and may not be altered, defaced or covered by any other material. Date Posted: \_\_\_\_\_**

## **ATTACHMENT B**



Saint Clare's Health

**It is illegal to discriminate against or harass an employee because of their:**

- **Sex (including pregnancy, gender identity, sexual orientation, and sexual harassment)**
- **Race**
- **Color**
- **Religion**
- **National Origin**
- **Age (40 and over) or**
- **Genetic Information**

**If you have experienced or witnessed discrimination or harassment, report it.**

**Call Saint Clare's Confidential Hotline:**

**(877) 350-5827**

**Employees who report discrimination or harassment are protected by law.**

## **ATTACHMENT C**

**RELEASE**

In consideration for the total sum of \$77,550.00 paid to me by Prime Healthcare Services-Saint Clare's, LLC D/B/A Saint Clare's Health ("Saint Clare's"), in connection with the resolution of U.S. Equal Employment Opportunity Commission v Prime Healthcare Services – Saint Clare's, LLC D/B/A Saint Claire's Health, Civil Action No. 2:21-cv-2055 (D.N.J.), I waive my right to recover for any claims arising under the Americans with Disabilities Act, as amended, that I had against Saint Clare's prior to the date of this release and that were included in the claims alleged in the EEOC's complaint in the above-referenced action, which arose from Charge No. 524-2020-00376.

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Taylor Dely (formerly McKay)**